

SETTLEMENT AGREEMENT

This Settlement Agreement (“the Agreement”) is made and entered into by and between **Northside Corporation**, its owners, parents, subsidiaries, divisions, related corporations, directors, officers, agents, managers and assigns (“**DEFENDANT**”), and **Rashaan Sharif**, his agents, assigns, heirs, executors, administrators and successors, (“**PLAINTIFF**”).

WITNESSETH:

WHEREAS, PLAINTIFF is employed by **DEFENDANT**, and

WHEREAS, on February 17, 2014, **PLAINTIFF** instituted a civil action in the United States District Court for the Northern District of Georgia, styled *Rashaan Sharif v. Northside Corp.*, which was assigned Civil Action No 1:14-cv-00446-GGB (hereinafter “the Civil Action”); and

WHEREAS, PLAINTIFF asserts claims in the Civil Action for failure to pay overtime wages under the Fair Labor Standards Act and seeks damages for back pay, liquidated damages, attorney's fees, and costs; and

WHEREAS, DEFENDANT has denied and continues to deny any liability to **PLAINTIFF** on the basis of any claim, asserted or unasserted, in the Civil Action; and

WHEREAS, the Agreement constitutes a good faith settlement of question-
able and disputed claims; and

1.

Page 2 of 7

the parties for monetary, legal and equitable relief, interest, attorneys' fees, and legal costs and expenses, including but not limited to those claims set forth and/or which could have been set forth in the Civil Action. **DEFENDANT** agrees that the attorneys' fees and costs allocated herein are reasonable and customary as to the rate charged, the work done and the time billed for that work. Except as expressly provided for in this Paragraph, the parties shall bear their own costs with respect to the Civil Action, including attorneys' fees and costs and all out-of-pocket expenses.

DISMISSAL OF ACTION

2.

Upon satisfaction of the requirements set forth in Paragraph 1 above, **PLAINTIFF** will prepare a file a Stipulation of Dismissal With Prejudice in the Civil Action.

WAIVER AND RELEASE OF ALL CLAIMS

3.

PLAINTIFF, for himself, his attorneys, agents, assigns, heirs, executors, administrators and successors, hereby fully, finally and forever releases and discharges **DEFENDANT** and all of its present or former attorneys, officers, officials, employees, assigns, principals and/or agents from any and all claims, demands, actions, causes of action, suits, damages, losses, costs, expenses and attor-

62 neys' fees of any kind and every character whatsoever, whether known or un-
63 known, which he has or may have against them growing out of or arising from or
64 pertaining to the payment of wages by Defendant to Plaintiff or any matter gov-
65 erned by the Fair Labor Standards Act of 1938, as amended.

66 4.

67 **PLAINTIFF** represents and warrants that Charles R. Bridgers and Kevin D.
68 Fitzpatrick, Jr. of Delong Caldwell & Bridgers & Fitzpatrick, LLC are, and have
69 been, the sole attorneys for him with respect to the Civil Action, and all claims set
70 forth therein; that no other attorney or law firm has any claim for legal fees, costs,
71 and/or expenses relating to the Civil Action; and that the amounts paid by
72 **DEFENDANT** under the Agreement are intended to include all legal fees, costs,
73 and/or expenses for which **DEFENDANT** could be liable in connection with the
74 Civil Action.

75 **WARRANTY**

76 5.

77 **PLAINTIFF** represents and warrants that he alone is entitled to assert the
78 claims he raised against **DEFENDANT** in the Civil Action. **PLAINTIFF** further
79 represents and warrants that he is fully authorized to enter into this Agreement and
80 that he has not transferred or assigned any right to any claim or recovery against
81 Defendants. **PLAINTIFF** agrees to indemnify and hold **DEFENDANT** harmless

82 from any claim by any other person who is determined to have the right or authori-
83 ty to assert any claim on his behalf against **DEFENDANT** or by reason of any
84 such transfer or assignment, as described in this Paragraph, and further agrees to
85 indemnify and hold **DEFENDANT** harmless from any costs, expenses or damages
86 sustained by reason of any such claim.

87 **ENTIRE AGREEMENT**

88 6.

89 **PLAINTIFF** affirms that the only consideration for his agreement to exe-
90 cute, and his execution of the Agreement, are the terms stated herein and that there
91 are no other promises or agreements of any kind that have caused his to execute the
92 Agreement; that he fully understands the meaning and intent of the Agreement, in-
93 cluding but not limited to its final and binding effect; that he has been advised to
94 consult with legal counsel prior to executing the Agreement; that he has had a rea-
95 sonable period of time within which to consider the Agreement; and that he has
96 had the benefit of legal counsel before executing the Agreement.

97 **REMEDIES FOR BREACH**

98 7.

99 In the event of a breach of any of the terms of the Agreement by
100 **PLAINTIFF**, or **DEFENDANT**, the prevailing party shall be entitled to all reme-
101 dies or damages at law, and in addition thereto, shall be entitled to recover all costs

102 and expenses, including reasonable attorneys' fees, incurred in enforcing any rights
103 hereunder. In the event of a breach by **DEFENDANT**, the entire outstanding prin-
104 cipal balance shall immediately become due and payable. Interest shall accrue on
105 the outstanding balance at the statutory rate.

106 **CONSTRUCTION**

107 8.

108 Any modification or change to this Agreement must be made in writing with
109 the consent of all parties

110 **OTHER RELIEF, AGREEMENTS AND COVENANTS**

111 9.

112 This Agreement is made and entered into in the State of Georgia and shall be
113 interpreted under and governed by the laws of the State of Georgia.

114 10.

115 Each provision of this Agreement shall be considered separable, distinct and
116 severable from the other and remaining provisions, and any breach, invalidity or
117 unenforceability of any provision shall not impair the operation, validity or en-
118 forceability of those provisions that are valid and, to the extent allowed by law,
119 such invalid or otherwise unenforceable provision may be modified by a court of
120 competent jurisdiction so as to render it enforceable.

JURISDICTION AND VENUE

11.

Any proceeding to interpret or enforce the terms of this Agreement shall take place in a state court located in Fulton County, Georgia or in the United States District Court for the Northern District of Georgia, and **PLAINTIFF** and **DEFENDANT** consent and agree to the jurisdiction of such courts and the venue of such proceedings.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this _____ day of September 2014.

Rashaan Sharif

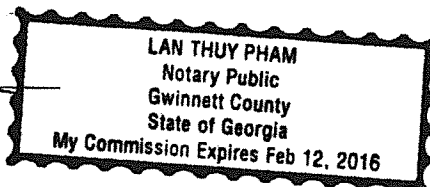
Sworn to and subscribed
before me this ____ day
of September 2014.

NOTARY PUBLIC
My Comm'n Expires:

Northside Corporation
By ROGER BRULLE
Its ASSISTANT GENERAL MANAGER.

Sworn to and subscribed
before me this 15 day
of September 2014.

Langhuy Pham
NOTARY PUBLIC
My Comm'n Expires:



JURISDICTION AND VENUE

11.

Any proceeding to interpret or enforce the terms of this Agreement shall take place in a state court located in Fulton County, Georgia or in the United States District Court for the Northern District of Georgia, and **PLAINTIFF** and **DEFENDANT** consent and agree to the jurisdiction of such courts and the venue of such proceedings.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 19th day of September 2014.

R F Sharif
Rashaan Sharif

Sworn to and subscribed
before me this 19th day
of September 2014.

AMY TAYLOR
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
My Commission Expires 01/16/2017

Amy Taylor
NOTARY PUBLIC
My Comm'n Expires: 01/16/2017

Northside Corporation

By _____
Its _____

Sworn to and subscribed
before me this ____ day
of September 2014.

NOTARY PUBLIC
My Comm'n Expires: